

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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The Bergquist Company,

Court File No. \_\_\_\_\_

Plaintiff,

v.

Amonix, Inc.,

**COMPLAINT  
(JURY TRIAL DEMANDED)**

Defendant.

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For its Complaint, The Bergquist Company ("Bergquist") states:

**PARTIES**

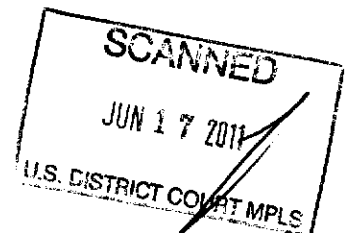
1. Bergquist is a Minnesota corporation, with its principal place of business in Chanhassen, Minnesota.

2. Defendant Amonix, Inc. ("Amonix") is, on information and belief, a California corporation, with its principal place of business in Seal Beach, California.

**JURISDICTION VENUE**

3. This Court has jurisdiction pursuant to 28 U.S.C. §1332. The amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs, and is between citizens of different states.

4. Venue is proper in this district pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events or omissions giving rise to the claims stated herein occurred in this district.



**BACKGROUND**

5. Bergquist is involved in the manufacture and distribution of components utilized in the electronics and automotive industries.

6. On or about September 9, 2010, Bergquist and Amonix entered into an Agreement under which Bergquist agreed to sell and Amonix agreed to purchase 500,000 units of Bergquist Part No. DC0-076, a thermal clad product, for a total purchase price of \$340,000 (the "Contract").

7. Under the Contract, Bergquist was to ship, and Amonix was to accept, the Products beginning on October 8, 2010, and ending on November 26, 2010. After entering into the Contract, the parties agreed on a revised shipping schedule beginning October 12, 2010 and ending on December 2, 2010.

**COUNT I – BREACH OF CONTRACT**

8. Since entering into the Contract, Amonix has accepted only 23,650 units of the 500,000 units purchased under the Contract. 476,350 remain to be accepted by Amonix, for a total purchase price of \$323,918.

9. Amonix has refused to accept delivery of the remaining 476,350 units under the Contract, in breach of the Contract.

10. As a result of Amonix's breach of the Contract, Bergquist has been damaged in an amount to be proven at trial.

WHEREFORE, Bergquist demands judgment of this Court:

1. For damages against Amonix in an amount to be determined at trial;
2. For its costs, disbursements and attorney's fees herein; and

3. Awarding such other and further relief as is just and equitable.

Dated: June 16, 2011

**BRIGGS AND MORGAN, P.A.**

By: 

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**Attorneys for The Bergquist Company**